



LASSEN COUNTY SHERIFF'S OFFICE

John McGarva, Sheriff - Coroner

1415 Sheriff Cady Lane Susanville, CA 96130

| Administration | Dispatch | Civil | Adult Detention Facility |
|-----------------------|-----------------|--------------|---------------------------------|
|-----------------------|-----------------|--------------|---------------------------------|

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| Phone (530) 251-8013 | Phone (530) 257-6121 | Phone (530) 251-8014 | Phone (530) 251-5245 |
| Fax (530) 251-2884 | Fax (530) 257-9363 | Fax (530) 251-2884 | Fax (530) 251-5243 |

To: Lassen County Board of Supervisors

From: Amy Foster, Lieutenant *009302*

Re: CDCR Safe Keeper contract

Agenda Date: January 7, 2026

Discussion:

The Lassen County Jail is required to house individuals on parole from High Desert State Prison who commit new criminal offenses while under the supervision of the California Department of Corrections and Rehabilitation (CDCR). These individuals generally have higher security classifications, gang affiliations and many have a history of violent offenses. As a result, their placement requires enhanced security measures, increased staff resources, and careful management to ensure the safety of jail staff, inmates, and the community.

Although the majority of these individuals can be managed at the Lassen County Jail with minimal incidents, there have been several cases involving inmates transferred from High Desert State Prison who posed significant safety concerns. These cases involved individuals charged with serious violent felonies.

In 2022, the Lassen County Jail received four individuals from High Desert State Prison who were each charged with Penal Code Section 187(a), First Degree Murder, along with associated weapons charges. During their incarceration at the County Jail, these individuals were involved in repeated disciplinary incidents that impacted both staff safety and the safety of the incarcerated population.

These incidents included multiple instances of possession of manufactured weapons and at least one attempted assault on another inmate using a weapon. In another incident, an inmate refused lawful orders to return to his cell, requiring additional staff response. During that event, the inmate became physically aggressive, throwing objects at staff and making credible threats of violence.

These incidents highlight the heightened security risks associated with housing high classification, violent offenders in a County Jail setting and highlight the need for a second option for secure housing at higher level facilities.

When an individual is housed in the Lassen County Jail on a state prison case, the County receives a reimbursement rate of \$79.49 per person, per day. The Lassen County Sheriff's Office is currently working on increasing our reimbursement cost to match the safe keeper per diem rate in order to create zero balance.

At this time, the County is housing one incarcerated individual under a safekeeper order. Because this individual is being held on a prison case, the associated housing costs are offset through the state reimbursement the County would otherwise receive for housing the individual in the County Jail.

It is essential for the Lassen County Jail to maintain an external housing option for incarcerated individuals whose classification level or behavior exceeds the facility's capacity to safely manage them. Access to alternative housing ensures the safety of staff and inmates while allowing the County to responsibly manage risk, operational demands, and fiscal impacts.

The costs will only be owed when an incarcerated person is being housed at CDCR under the safekeeper order and the County will continue to be reimbursed when housing incarcerated persons on prison cases. Prior to the increase in this contract, there was a \$0 balance. Under this new contract, there will be an additional cost of \$14.05 per day, per inmate.

Fiscal impact:

An increase of \$14.05 per day, per inmate housed under the safekeeper contract. This cost will come from budget 130-525.

Recommendation:

That the Board of Supervisors approve the reimbursement safekeeper contract with CDCR.

DIVISION OF ADMINISTRATIVE SERVICES
OFFICE OF BUSINESS SERVICES
9838 Old Placerville Road, Suite B
Sacramento, CA 95827



December 8, 2025

Sent Via Electronic Mail

John McGarva, Sheriff-Coroner
Lassen County Sheriff's Office
1415 Sheriff Cady Lane
Susanville, CA 96130

Dear Sheriff John McGarva:

AGREEMENT NUMBER: C5613183

SERVICE: REIMBURSEMENT FOR CORRECTIONAL BED SPACE/SAFEKEEPER HOUSING

LOCATION: LASSEN COUNTY

Enclosed for your signature are the above-referenced Standard Agreement (STD 213) and related exhibits. **This Agreement is not valid unless, and until, approved by the Department of General Services (DGS), or under its authority, California Department of Corrections and Rehabilitation (CDCR).** The State has no legal obligation, unless and until the Agreement is approved. The State assumes no responsibility for any work commenced by the Contractor and will not reimburse the Contractor for any work performed prior to approval of the Agreement. When this Agreement is fully approved, an original will be forwarded to you.

The CDCR will send the STD 213 to you via DocuSign for signature. You do not need a DocuSign account; you will just need to click on the link that is emailed to you to complete your signatures.

Copies of the following document(s) must be returned to CDCR's OBS before this Agreement can be sent to DGS for approval:

Board Resolution:

Please provide a certified copy of the board resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into this Agreement, authorizing execution of the Agreement as required in the Contractor Certification Clauses.

If you have any questions or need assistance, please contact me at jamie.puzon@cdcr.ca.gov.

Sincerely,

Jamie Puzon

Jamie Puzon
Contract Analyst
Service Contract Section, Unit 1
Contracts Management Branch

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 04/2020)

| | |
|------------------------------|---|
| AGREEMENT NUMBER C5613183 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|------------------------------|---|

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR NAME

Lassen County Sheriff's Office

2. The term of this Agreement is:

START DATE

July 01, 2025

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

(\$102,519.84)

One Hundred Two Thousand Five Hundred Nineteen Dollars and Eighty-Four Cents – Reimbursement to CDCR

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|---------------|--|-------|
| Exhibit A | Scope of Work | 7 |
| + Exhibit B | Budget Details and Payment Provisions for Reimbursements | 1 |
| + Exhibit B-1 | Rate Sheet | 1 |
| Exhibit C* | General Terms and Conditions (GTC 02/2025) | * |
| Exhibit D | Special Terms and Conditions for Public Entity Agreements | 11 |
| Exhibit E | Business Associates Agreement (HIPAA) | 9 |
| Exhibit F | CDCR 2301 PREA Policy Information for Volunteers and Contractors | 3 |
| Attachment 1 | Document Checklist for County Contract Inmates | 1 |

Items shown with an asterisk(*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

Lassen County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

1415 Sheriff Cady Lane

CITY
Susanville

STATE
CA
ZIP
96130

PRINTED NAME OF PERSON SIGNING

JOHN MCGARVA

TITLE
Sheriff-Coroner

Approved as to Form

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

John McGarva DEC 10 2025

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation (CDCR)

Lassen County Counsel

CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite B

CITY

Sacramento

STATE

CA
ZIP
95827

PRINTED NAME OF PERSON SIGNING

MICHAEL WHITE

TITLE

Section Chief, Service Contracts Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services Approval, per DGS Exemption Letter #CDCR 6.

Contracting Agency Authorized Signature

Date Signed

Contract Prison Beds Scope of Work
AGREEMENT BETWEEN
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
AND
LASSEN COUNTY SHERIFF'S OFFICE

I. INTRODUCTION

This Contract is entered into between the State of California Department of Corrections and Rehabilitation (hereinafter "CDCR") and Lassen County Sheriff's Office (hereinafter "COUNTY"). The COUNTY requires correctional bed space and services for a COUNTY Safekeeper, pursuant to Penal Code §4007. The CDCR operates and has access to secure confinement institutions throughout the state deemed suitable by the COUNTY for the housing and care of this COUNTY Offender and has the lawful authority to enter into this contract and perform the required services as set forth herein; in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

II. DEFINITIONS

CCHCS - California Correctional Health Care Services - a state entity that is responsible for and provides care that includes medical, dental and mental health services, to California's inmate population at all CDCR institutions statewide.

CCR Title 15 - The California Code of Regulations, Title 15, "Crime Prevention and Corrections".

Community Hospital - Care received in a free standing, non-correctional hospital on an inpatient basis, including any and all physician or consulting professional services provided to the COUNTY Offender in the hospital.

Contract - This Agreement.

Day - Calendar day unless otherwise defined in this agreement. If the last day to perform a required act under this agreement falls on a weekend or holiday, the last day for performance shall be the next regular business day.

DOM - The CDCR Departmental Operations Manual.

HIPAA - The Health Insurance Portability and Accountability Act.

Offender - Any adult male or female person incarcerated pursuant to applicable California laws, and assigned to a CDCR institution for housing under this Agreement.

UHR - Unit Health Record.

III. STANDARD CONDITIONS

Section 3.01 – Offender Housing

The CDCR shall confine and supervise one adult COUNTY Offender that is transferred to a CDCR institution pursuant to the order of a Superior Court Judge and subject to the terms and conditions of this Agreement. The COUNTY Offender shall only be housed in housing units consistent with the COUNTY Offender's classification and security needs, subject to the criteria set forth in Section 3.02 of this agreement.

The COUNTY's minimum payment shall be detailed in Exhibit B of this Agreement.

Section 3.02 – Selection and Placement Process

The COUNTY Offender's institution placement shall be determined by CDCR based on available bed space within CDCR institutions.

3.02.1 The CDCR shall have sole determination of the suitable placement of the COUNTY Offender in designated CDCR institutions.

3.02.1 The COUNTY Offender assigned to the CDCR shall be eighteen years of age or older.

Upon arrival of the COUNTY Offender to a CDCR institution, the COUNTY shall provide to the CDCR, without charge, copies of pertinent data from COUNTY Jail files, commitment or other judicial orders, and health care records of each COUNTY Offender to be housed in CDCR. All COUNTY Offender information shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the HIPAA or other Federal privacy laws.

A duly authenticated copy of the COUNTY Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time the COUNTY Offender arrives at CDCR. The CDCR may also make reasonable requests for additional papers or documents to be delivered to CDCR. The COUNTY understands that the safe and secure management of the CDCR is dependent upon CDCR's receipt of complete Offender files and shall not unreasonably withhold requested documents.

Section 3.03 – Transfer and Delivery of Offender

- 3.03.1** The COUNTY shall be responsible for the transporting and the costs thereof for the delivery of the COUNTY Offender to the designated CDCR institution.
- 3.03.2** The CDCR shall be entitled to transfer a COUNTY Offender from one state institution to another, provided the institution receiving the transferred COUNTY Offender is operated wholly by the CDCR.
- 3.03.3** If the CDCR provides transportation of the COUNTY Offender to and from outside medical services and/or local court appearances, the COUNTY shall reimburse the CDCR for the associated transportation costs thereof. When routine, normally scheduled transportation methods are unavailable, the COUNTY shall be responsible for costs associated with special transportation services.
- 3.03.4** The COUNTY shall be responsible for the transporting and the costs thereof for the retrieval of the COUNTY Offender from a CDCR institution, back to the legal and physical custody of the COUNTY.

Section 3.04 – Offender Funds

Funds of the individual COUNTY Offender shall be provided to the CDCR within seven (7) working days of the COUNTY Offender's transfer to CDCR via check made payable to CDCR. These funds shall be held and managed pursuant to CDCR policies, procedures and practices.

Section 3.05 – Offender Work and Program Assignment Payment

The CDCR shall pay the COUNTY Offender assigned to the work incentive program "Offender" wages equal to the amount paid to the CDCR Offenders housed at the particular CDCR institution at the time of transfer.

Section 3.06 – Return of Offender to the COUNTY

- 3.06.1** Upon demand by the CDCR or the COUNTY or the Court ordering the Modification or Vacating of the order, the COUNTY Offender will be returned to the custody of the COUNTY pursuant to the terms as set forth in Section 3.03 of this Agreement.
- 3.06.2** All pre-release processing is the responsibility of the COUNTY.
- 3.06.3** When a COUNTY Offender returns to the COUNTY, the CDCR shall provide that COUNTY Offender's funds, in the form of a check payable to the COUNTY, in the amount due the COUNTY Offender for credit to the COUNTY Offender's account within seven (7) business days of the COUNTY Offender's transfer unless an alternate location is directed by the COUNTY.
- 3.06.4** When a COUNTY Offender is identified to return to the COUNTY, the CDCR will ensure a Central File is current with documentation to include but not limited to program activities (work, education, etc.), classification endorsement and action, infraction history, and other items deemed necessary by the COUNTY. In addition, the CCHCS will ensure a UHR is current with relevant medical documentation.

IV. OPERATION OF PRISON

Section 4.01 – General Duties

The COUNTY Offender in a CDCR facility shall be confined and supervised in accordance with current CDCR regulations and policies. The CDCR shall maintain staffing levels at CDCR institutions in accordance with departmental standards and in sufficient numbers and rank to maintain the safety of the public, staff and COUNTY Offender and to adequately carry out the provisions of this Agreement. Subject to the provisions of this Agreement, the CDCR shall provide the COUNTY Offender care and treatment, including the furnishing of subsistence consistent with current CDCR policies, provide for their physical needs, make available work, education, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that any applicable court orders are complied with, provide reasonable access to the courts, and otherwise comply with all applicable law. The CDCR shall provide case management of the COUNTY Offender in accordance with current CDCR regulations and policies including classification, disciplinary activity, programming and other Offender activity. The COUNTY Offender shall be provided with a copy of the Title 15 and an inmate orientation guide according to DOM. The CDCR may seek additional reimbursement from the COUNTY in excess of the per diems stated hereunder in instances where the CDCR increases services in order to perform the requirements under this Agreement.

Section 4.02 – Medical, Mental and Dental Health

The COUNTY Offender shall be provided health care in a manner consistent with the services provided by the CDCR under applicable CDCR and CCHCS health care services policies and procedures. The CCHCS policies and procedures may be accessed via the internet at the following website: [CCHCS - California Correctional Health Care Services](#)

All service costs incurred by third party providers (e.g. specialty care physicians, emergency medical treatment and transport, community hospital-based services) shall be the responsibility by the COUNTY, or by reimbursement to CDCR.

All COUNTY Offenders suspected of being sexually assaulted shall be provided medical treatment in accordance with the DOM and consistent with CDCR Prison Rape Elimination Act protocols.

Initial Provisioning of Medications – At the time of initial transfer, and at the time of any return of a COUNTY Offender to or from a CDCR institution, the COUNTY or CDCR, depending on who is releasing custody at the time of transfer, shall provide at minimum a seven (7) day supply of all medications currently prescribed for that COUNTY Offender.

Health Care Records – The CDCR shall have written policies and procedures to ensure appropriate and confidential management of the COUNTY Offender's health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the UHR. The UHR created at a CDCR institution is the property of the CDCR and a copy of the UHR shall be forwarded to the COUNTY when the COUNTY Offender is transferred from CDCR. Release of information, including copying charges, shall be conducted in accordance with current CDCR regulations and policies and only upon approval of the CDCR.

- 4.02.1** The cost of providing medical, mental health or dental services through CDCR/CCHCS staff shall be considered normal costs incidental to the operation of CDCR and is included in the COUNTY Offender per diem rates, except as noted above in Section 4.02.
- 4.02.2** Billings for services from outside vendors which are the responsibility of the COUNTY shall be submitted to the COUNTY or designee within thirty (30) days of receipt by CDCR.
- 4.02.2** Upon return of a COUNTY Offender to the COUNTY, the CDCR shall provide the copy of the UHR of all health care delivered while under CDCR's jurisdiction, including, but not limited to all CDCR UHR, dental records, Community Hospital records, radiology reports and films, consultant reports and laboratory results.

Section 4.03 – Death of an Offender

- 4.03.1** In the event of the death of a COUNTY Offender, the CDCR will immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and shall have

the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. A certified copy of the death certificate and the COUNTY Offender's file and medical records will be forwarded to the COUNTY.

- 4.03.2** The CDCR shall furnish all information requested by the COUNTY, and follow the instructions of the COUNTY with regard to disposition of the body. The COUNTY will notify the designated next of kin of the deceased COUNTY Offender, if any, as soon as practicable after death.
- 4.03.3** All expenses relative to any necessary preparation, storage, and shipment of the body shall be the responsibility of the COUNTY.
- 4.03.4** The CDCR will conduct relevant death and suicide reviews in accordance with current CDCR regulations and policies. These reviews may be subject to disclosure to outside stakeholders.

Section 4.04 – Offender Work and Programs

- 4.04.1** If eligible, the COUNTY Offender shall be afforded the opportunity to participate in programs, occupational training, and work at CDCR institutions, unless otherwise medically or administratively precluded. The COUNTY Offender shall not participate in any program, training or work outside the fenced CDCR institution unless approved in writing by the CDCR.
- 4.04.2** Programs shall include: Educational programs (basic literacy, adult basic education, general educational development); ESL (English as a second language); recreational programs; cognitive behavioral programs; self-help programs (AA/NA); and vocational/technical programs, as available.
- 4.04.3** The COUNTY Offender may be required to work or participate in educational or vocational programs, consistent with current CDCR regulations and policies.
- 4.04.4** The CDCR may dispose of or consume all products produced by the COUNTY Offender participating in work or vocational programs. The CDCR will bear all costs and retain all proceeds there from.
- 4.04.5** The CDCR shall daily record the actual hours worked/participated for the COUNTY Offender (those in work/programs/education and training) on the Work Supervisor's Time Log in order that work credit can be calculated by the COUNTY. The forms shall be provided at the expense of the CDCR. The completed forms (white copy) shall be collected and mailed to the COUNTY or designee by the 15th of the following month or the CDCR shall collect and forward other documentation as deemed appropriate by the COUNTY.
- 4.04.6** Participation in hobby craft programs and the sale of hobby craft items shall be in accordance with current CDCR regulations and policies.
- 4.04.7** While the COUNTY Offender is in CDCR custody, the CDCR shall be responsible for payment of any benefits for the COUNTY Offender Workers' Compensation claims originating while in CDCR custody as required by California law, including, but not limited to, California Labor Code Section 3370(a).

Section 4.05 – Religious Opportunity

The CDCR will provide reasonable time, accommodations, and space for religious services in keeping with CDCR institution security and other necessary institutional operations and activities, as available. Religious services will be provided in accordance with current CDCR regulations and policies.

Section 4.06 – Recreation, Quarterly Packages and Canteen

The COUNTY Offender shall be provided indoor and outdoor recreational opportunities on a daily basis except in the event the COUNTY Offender is in lockdown/modified program/Administrative Segregation status. The CDCR shall provide recreation for the COUNTY Offender in Administrative Segregation in accordance with current CDCR regulations and policies.

The COUNTY Offender will be provided with commissary service in accordance with established CDCR policies. The CDCR will administer a quarterly package program for the COUNTY Offender in accordance with current CDCR regulations and policies.

Section 4.07 – Telephone

Access to telephone service shall be provided to the COUNTY Offender in accordance with current CDCR regulations and policies.

Section 4.08 – Clothing

The CDCR will be responsible for laundry, repair, and replacement of COUNTY Offender clothing during the COUNTY Offender's incarceration at the institution to ensure clean clothes and linens on a weekly basis.

Clothing and linen items shall be issued to the COUNTY Offender in accordance with current CDCR regulations and policies.

Section 4.09 – Meals

The CDCR will provide the COUNTY Offender with nutritional meals in accordance with current CDCR regulations and policies.

Section 4.10 – Mail

The COUNTY Offender will be provided with mail service in accordance with current CDCR regulations and policies.

Section 4.11 – Visitation

The COUNTY Offender will be provided visitation in accordance with current CDCR regulations and policies.

Section 4.12 – COUNTY Offender Property

The COUNTY Offender shall be allowed to possess personal property in accordance with current CDCR regulations and policies. The CDCR will dispose of property in accordance with current regulations and policies.

Section 4.13 – COUNTY Offender Appeals

If a COUNTY Offender appeals a COUNTY decision he or she shall be remedied via the COUNTY appeals process. The COUNTY shall retain final authority on all issues of appeal related to COUNTY decisions and actions.

The CDCR will remedy all COUNTY Offender appeals/grievances related to conditions of confinement and other CDCR decisions while the COUNTY Offender is in CDCR custody. The CDCR shall retain final authority on all issues of appeal related to CDCR decisions and actions.

Section 4.14 – Access to Courts

The CDCR will ensure all COUNTY Offender court related access in accordance with current CDCR regulations and policies.

Any court order to produce for a COUNTY Offender shall be immediately forwarded to CDCR for processing. COUNTY assumes management and full transportation responsibility to and from for all in-person court ordered appearances.

Section 4.15 – Offender Records and Progress Reports

4.15.1 The CDCR will handle all COUNTY Offender Records and ensure compliance consistent with CDCR policies. Upon release, all records, reports, and documents related to the COUNTY Offender, including Offender work/education-vocation records, shall be forwarded to the COUNTY.

4.15.2 All warrants/holds/detainers received by the CDCR for a COUNTY Offender shall be forwarded to the COUNTY or designee, and the CDCR will place a copy in the COUNTY Offender's Central File. All warrants/holds/detainers received by the COUNTY for a COUNTY Offender in CDCR custody shall be forwarded to the CDCR.

4.15.3 The COUNTY will perform all time calculations for the COUNTY Offender while housed in CDCR institutions and will provide to the CDCR with an initial COUNTY Offender release date and any changes to the COUNTY Offender release date. This information is required to facilitate return of the COUNTY Offender to the COUNTY within 30 days of his/her release.

Section 4.16 – Transportation and Security

The CDCR will provide transportation and transportation staffing consistent with current CDCR regulations and policies pursuant to Section 3.03.

Section 4.17 – Escapes

In the event of an escape by a COUNTY Offender from CDCR's physical custody, the CDCR shall initiate efforts to apprehend the COUNTY Offender, notify the CDCR I.D./Warrants Unit and the local law enforcement agencies as required by state statute in the same manner it uses for any other CDCR escapees. In addition, the CDCR shall notify the COUNTY of commitment. Within 24 hours, the COUNTY will be responsible for the escape pursuit. Annually or upon any revision, the COUNTY shall provide the CDCR with a listing of its emergency contacts.

Section 4.18 – Notification of Offender Incidents, Emergencies, Escapes and Discipline

- 4.18.1** The CDCR will handle all COUNTY Offender related incidents, emergencies, and escapes in accordance with current CDCR regulations and policies.
- 4.18.2** The CDCR will handle all COUNTY Offender disciplinary related matters in accordance with current CDCR regulations and policies. The COUNTY shall be informed of any pending CDCR 115s (Rules Violation Reports), pending District Attorney referrals, and adjudicated 115s and committee actions involving Administrative Segregation and Security Housing Unit for appropriate release date calculation.

Section 4.19 – Earned Time and Good Time

The CDCR shall furnish to the COUNTY specific information consistent with current CDCR regulations and policies for purposes of award or forfeiture of earned/good time for eligible COUNTY Offenders. The final decision on awarding or forfeiture of earned/good time rests with the COUNTY.

Section 4.20 – Sentence Computation

The CDCR will furnish the COUNTY with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. The CDCR will assist in providing documents as necessary to ensure compliance in accordance with current CDCR regulations and policies. The final decision with respect to sentence computation rests with the COUNTY. Sentence computation will be done by the COUNTY. The COUNTY will furnish adjusted release dates to the CDCR.

Section 4.21 – Classification

The COUNTY Offender shall be subject to the current CDCR classification process in accordance with current CDCR regulations and policies.

Section 4.22 – Offender Account Deductions (Restitution) Collection and Accounting

Upon notification of a court order for restitution by a COUNTY Offender, the CDCR agrees to collect funds from wages and account deposits from the COUNTY Offender's trust account. All collected funds shall be remitted in a manner that adheres to current CDCR regulations and policies.

Section 4.23 – Departmental Contacts

All notices will be sent to:

| CDCR | COUNTY |
|--|--|
| JENNIFER YOUNG - AGPA Division of Adult Institutions, Population Management Unit 9727 Laguna Springs Drive, Bldg G Elk Grove, CA 95758 Email: jennifer.young@cdcr.ca.gov InstitutionsDAIPopManagement@cdcr.ca.gov | JOHN MCGARVA #101 - <i>Sheriff-Coroner</i> Lassen County Sheriff's Office Phone: 530-251-8013 Email: JMcGarva@co.lassen.ca.us sheriff@co.lassen.ca.us |
| ARIN MAUCH - <i>Correctional Case Records Manager</i> High Desert State Prison P.O. Box 750 Susanville, CA 96127-0750 Phone (530) 251-5100, ext. 5571 Email: arin.mauck@cdcr.ca.gov | REMY GROSS - <i>Financial Manager</i> Lassen County Sheriff's Office Main: 530-251-8013 Email: rgross@co.lassen.ca.us |
| TAREN PHILLIPS - <i>Correctional Business Manager</i> High Desert State Prison P.O. Box 750 Susanville, CA 96127-0750 Phone (530) 251-5074 Email: Taren.Phillips@cdcr.ca.gov | AMY FOSTER - <i>Lassen County Sheriff's Office</i> Email: AFoster@co.lassen.ca.us |
| General Contract Issues: Office of Business Services Contracts Management Branch Phone Number: (279) 210-3453 Email: m_cdcrobscontracts@cdcr.ca.gov | |

1. Invoicing and Payment (reimbursement contracts)

- a. The CDCR will submit an Invoice to the Contractor, by the 10th day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement.
- b. Invoices will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting office below:

California Department of Corrections and Rehabilitation (CDCR)
ASB – Rancho Cucamonga
Attention: Accounts Receivable
PO Box 1239
Rancho Cucamonga, CA 91729-1239

BED SPACE REIMBURSEMENT CONTRACT

Agreement Term: July 01, 2025 through June 30, 2028
Lassen County Sheriff's Office

| Offenders (estimated) | | Per Day (per diem) | | # of Days (estimated) | Total | Fiscal Year |
|-----------------------------------|---|-----------------------|---|--------------------------|---------------------|--------------------|
| 1 | X | \$93.54 | X | 365 | \$34,142.10 | 25/26 |
| 1 | X | \$93.54 | X | 365 | \$34,142.10 | 26/27 |
| 1 | X | \$93.54 | X | 366 | \$34,235.64 | 27/28 Leap Year |
| ESTIMATED AGREEMENT TOTAL: | | | | | \$102,519.84 | |

COUNTY agrees to reimburse directly to CDCR the per diem rate of **\$93.54** per day, or any part thereof, for each COUNTY Offender housed in a CDCR Prison Bed Facility. Such costs having been determined by CDCR as necessary to reimburse the State for the care and treatment costs incurred, excluding extraordinary healthcare expenses, medical transportation and medical guarding.

- 1 The parties agree to amend this contract when necessary to modify the daily rate as to remain consistent with changes in applicable State statutes.
- 2 The total amount of this Agreement, including per diem, extraordinary healthcare expenses, medical transportation and medical guarding, per each county offender housed in a CDCR Institution, will not exceed 50% of the annual allotment from its Community Corrections Subaccount within their County Local Revenue Fund.

The estimated maximum amount of this agreement is not to exceed **\$102,519.84** as outlined above per Fiscal Year.

1. Contract Disputes with Public Entities (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. Confidentiality of Information

CDCR and Provider agree that all incarcerated individual/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as an Exhibit and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

3. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

4. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

5. Taxes

Unless required by law, the State of California is exempt from federal excise taxes.

6. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

7. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

8. Extension of Term

When it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

9. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting incarcerated individual and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to incarcerated individuals/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that incarcerated individuals and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with incarcerated individuals and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR incarcerated individuals and/or parolees at the facility and access to incarcerated individual and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

10. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

11. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

12. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

13. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

14. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

15. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

16. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to incarcerated individuals or parolees. The Contractor shall not itself employ or offer to employ incarcerated individuals or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with incarcerated individuals or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

17. Compliance with Legal Requirements

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

18. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

19. Travel

Contractor's rates shall include all travel expenses required to perform services in accordance with this contract.

20. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

21. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

22. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

23. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

24. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

25. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

26. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by incarcerated individuals or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any incarcerated individual or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

27. Additional Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor's employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor's employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

28. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

29. Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor

and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance according to the terms and conditions of this Agreement.

30. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around incarcerated individuals/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with incarcerated individuals/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

The following provisions apply to services provided on departmental and/or institution grounds:

31. Blood borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

32. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison incarcerated individuals and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around incarcerated individuals who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison incarcerated individuals or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison incarcerated individuals or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations

(CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison incarcerated individuals, wards, visitors, and employees shall be made aware of this.
SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and Title 9, Section 30936; WIC Section 1712.

c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.
SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, and Title 9, Sections 30275 and 30958; WIC 1712.

d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.
SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and Title 9, Section 30275; WIC Section 1712.

e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.
SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

f. Encouraging and/or assisting prison incarcerated individuals to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison incarcerated individuals or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.
SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CCR, Title 9, sections 30976 and 30945; WIC Section 1001.5.

g. It is illegal to give or take letters from incarcerated individuals or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison incarcerated individuals or wards.
SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and Title 9, Section 31609; WIC Section 1712.

h. In an emergency situation the visiting program and other program activities may be suspended.
SOURCE: PC Section 2601; CCR, Title 15, Section 3383, and Title 9, Sections 30935 and 30275.

i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison incarcerated individual or ward clothing (blue denim shirts, blue denim pants).
SOURCE: CCR, Title 15, Section 3174 (b) (1) and Title 9, Section 30275.

j. Interviews with SPECIFIC INCARCERATED INDIVIDUALS are not permitted. Conspiring with an incarcerated individual to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.
SOURCE: CCR, Title 15, Sections 3261.5, 3315(a)(3)(X), and 3177 and Title 9, Section 31100(a)(1).

33. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by incarcerated individuals at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is incarcerated individual attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

34. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

35. Prison Rape Elimination Policy

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our incarcerated individuals, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR incarcerated individuals, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR incarcerated individuals and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with incarcerated individuals, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with incarcerated individuals.

Any contract employee who appears to have engaged in sexual misconduct of an incarcerated individual shall be prohibited from contact with incarcerated individuals and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

36. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

37. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

CDCR/Correctional Institutions Bed Space Reimbursement Contract

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.103.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

ARTICLE 2 CONFIDENTIALITY

2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (a) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (b) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all

costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;

- (c) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (d) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (e) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- (f) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (g) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.
- (h) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (i) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (j) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (k) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (l) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion,

whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.

- (m) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (n) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required by Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

**ARTICLE 3
SECURITY**

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security,

integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

ARTICLE 4 **EXCHANGE OF STANDARD TRANSMISSIONS**

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.

- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information.

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

ARTICLE 5 MISCELLANEOUS

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) **Termination for Cause.** Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) **Effect of Termination.**

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division

of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use or disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices.

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

John McGarva
Sheriff-Coroner
1415 Sheriff Cady Lane
Susanville, CA 96130

Telephone: (530) 251-8013
Facsimile: (530) 251-2884

Covered Entity:

California Department of Corrections and Rehabilitation
Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

Telephone: (916) 327-1842
Facsimile: (916) 327-0545

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident. For purposes of this Policy, the word "staff" includes volunteers and private contractors.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect, and respond to sexual violence, staff sexual misconduct, and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

CDCR Policy

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender and staff sexual harassment towards an offender.

CDCR's policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution. Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishments.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

Professional Behavior

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect.
- Speaking without judging, blaming, or being demeaning.
- Listening to others with an objective ear and trying to understand their point of view.
- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor.
- Taking responsibility for your own behavior.

Preventative Measures

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

Detection

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially, to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment

PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.

Duty to Report

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.

- 1) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?
 Yes No If yes, provide the date of the incident and the county in the space below.

- 2) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
 Yes No If yes, provide the date of the incident and the county in the space below.

- 3) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.

If you answered "Yes" to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date: _____

Facility/County Name: _____

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed

Signature:

Date

**DOCUMENT CHECKLIST
COUNTY CONTRACT INMATES**

- Probation Officer's Report (POR)
- Abstract of Judgment
- Most recent classification committee actions
- Two current ID photographs (front and side view)
- Release date information
- Copies of disciplinary actions
- Documented gang affiliations
- Documented enemies
- Contact information to notify in case of death or illness
- Names, relationships, addresses, & phone numbers for relatives
- Approved HCPOP referral Form or HCPOP Approval
- Power of Attorney form
- Current holds/want/detainers
- Negative COVID-19 test results (Any additional protocol documentation as needed)
- All pertinent dental, medical and mental health history